**FAIRFAX COUNTY
PUBLIC SCHOOLS**

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

AMENDMENT NO. 3

MAR 0 7 2012

CONTRACT TITLE: Learning Content Management System and Related Service and Support

CONTRACTOR	VENDOR CODE	CONTRACT NO.
Blackboard, Inc.	B522081178 01	RQ11-183360-69A
650 Massachusetts Avenue		
Washington, DC 20001-3796		

By mutual agreement, contract RQ11-183360-69A is amended as follows:

1. Due to a major County wide change in its procurement system, contract RQ11-183360-69A is amended effective immediately to modify the following:

   FROM*   **TO**
   Contract No.: RQ11-183360-69A   Contract No.: 4400001675
   Vendor Code: B52208117801   Supplier ID: 1000011891

2. To incorporate the Amendment to Exhibit B Managed Hosting Services Specifications, Service Level Agreement, attached hereto.

All other pricing, terms and conditions remain the same.

ACCEPTANCE:

BY: _____   February 7, 2012
          (Signature)   (Date)
Tess Frazier   Vice President, Contracts
          (Printed)   (Title)

Ron Hull, CPPO
Acting Director

RAH/mrh

DISTRIBUTION:
FCPS – Information Technology – Jean Welsh
FCPS – Information Technology – Allison Calderon
Contractor

AMENDMENT
TO THE BLACKBOARD LICENSE AND SERVICES AGREEMENT DATED JULY 1, 2011 BETWEEN BLACKBOARD INC. AND FAIRFAX COUNTY PUBLIC SCHOOLS

This Amendment to the Blackboard License and Services Agreement dated July 1, 2011 ("Agreement") between Blackboard, Inc. ("Blackboard") and Fairfax County Public Schools ("Customer") is made as of _____, 2012.

The purpose of this amendment is to modify the Availability/Service Credit provision of Exhibit B to the Blackboard Managed Hosting Schedule. The parties hereby agree to the following terms and conditions:

1.   *__Exhibit B__ to the Blackboard Managed Hosting Schedule, entitled __Managed Hosting Services Specifications__, is hereby modified to delete the Availability/Service Credit provision and replace with the following:*

EXHIBIT B
MANAGED HOSTING SERVICES SPECIFICATIONS

Availability/Service Credit:
The Hosted Software is accessible 24/7, with a 99.9% targeted uptime. 99.9% uptime means that for 99.9% of the time during any calendar month, the Managed Hosting Services shall be available. Unavailability is a condition in which there is unavailability of the Hosted Software due to hardware failure OR sustained latency within the Blackboard hosting facilities where the Hosted Software is inaccessible or not useable system wide due to a failure of Blackboard to provide Managed Hosting Services during such period; unavailability does not include packet loss, latency or network unavailability due to scheduled maintenance, or inability of a user to connect with the Managed Hosting Services due to Internet or telecommunications problems outside the control of Blackboard. In order to receive any service credit, Customer must notify Blackboard within seven (7) days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit. In order to be eligible, Customer must be in compliance with the Agreement including the contracted Active User Capacity and storage quota. The aggregate maximum number of service credits to be issued by Blackboard to Customer for any and all downtime periods and performance problems during any given calendar month shall not exceed one month of service. Service credits are issued as followed and shall be Customer's sole remedy for failure to meet the foregoing service levels:

Network Availability*	Credit given per month**
Equal to or Greater than 99.9% availability	0%
Between 99.7% and 99.89% availability	10% of monthly hosting fees
Between 99.01% and 99.69% availability	50% of monthly hosting fees
Between 98.01% and 99.00% availability	75% of monthly hosting fees
Equal to or Less than 98% availability	100% of monthly hosting fees

*Monthly network availability is calculated by subtracting the percentage calculation of total aggregate minutes of outage in a given month over the total number of minutes in the same month from 100%.

**Monthly hosting fees for credit calculation include i) production environment, ii) Business Continuity Service, and iii) Staging environment only.

Service credit will not exceed full monthly hosting fees.
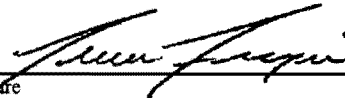
Host Latency Service Level Guarantee

The Hosted service provides a monthly average of two (2) seconds or better Host Latency. Host Latency is defined as first packet in, first packet out of the datacenter environment and does not measure or include any latency incurred on the customer site or when traversing the internet between the customer site and the datacenter. Managed Hosting Services will provide a latency report generated by a commercial tool for the month Host Latency Service Credit is claimed when requested by the customer. Failure to meet this latency guarantee occurs when, in a period of thirty days, the average latency on Customer's primary production environment as measured by first packet in, first packet out of the datacenter, is greater than two seconds. Latency measurements will not be measured during scheduled Maintenance windows. In order to receive any service credit, Customer must notify Blackboard within seven (7) days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit. In order to be eligible, Customer must be in compliance with the Agreement including the contracted Active User Capacity and storage quota. The aggregate maximum number of services credits to be issued by Blackboard to Customer for any and all latency exceeding the 2 second average during any given calendar month shall not exceed one month of service. Service credits are issued as follows:

Time of Latency (per calendar month)	Service Credit
3-4 Seconds Monthly Average Host Latency	2 days of service fees credited (i.e. 1/15* monthly fees)
4-5 Seconds Monthly Average Host Latency	4 days of service fees credited (i.e. 2/15 monthly fees)
More than 5 Seconds Monthly Average Host Latency	8 days of services fees credited (i.e. 4/15* monthly fees)

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.
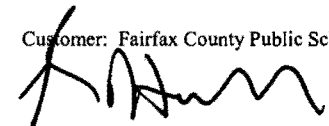
BLACKBOARD

Signature

Tess Frazier, Vice President- Contracts
Print Name and Title

Date: **January 13, 2012**

Customer: Fairfax County Public Schools

Signature

Ron Hull, Acting Director OPS
Print Name and Title

Date: **3/7/12**